



County of Los Angeles
CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

June 17, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**CHIEF EXECUTIVE OFFICE AND DEPARTMENT OF HEALTH SERVICES:
APPROVAL OF AMENDMENT NO. 6 TO AGREEMENT H-207566 WITH THE
WORKER EDUCATION AND RESOURCE CENTER, INC. AND APPROVAL OF NEW
AGREEMENT WITH WERC
(ALL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval of an amendment to an existing agreement with Worker Education and Resource Center to extend the term and approve a separate one-year agreement with Worker Education and Resource Center to develop a plan for academic-based career development programs for County employees.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Interim Director of Health Services, or his designee, to execute Amendment No. 6 to the current Agreement H-207566 with the Worker Education and Resource Center (WERC) to extend the term effective July 1, 2008 through June 30, 2009 with a maximum contractual obligation in the amount of \$3,593,025 to continue to provide personnel, program support services, and central office and instructional space for the Health Care Workforce Development Program (HCWDP).

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

2. Approve and authorize the Chief Executive Officer (CEO) or designee, to execute an agreement with WERC effective July 1, 2008 through June 30, 2009 with a maximum contractual obligation of \$250,000 to develop a plan for academic-based career path programs, similar to those already in place for Department of Health Services (DHS), for Service Employee International Union (SEIU) Local 721 represented employees in all other County departments.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS

Approval of the Amendment to the existing agreement with WERC, substantially similar to Exhibit I, will allow DHS to continue the collaboration with the SEIU Local 721 in the implementation of the HCWDP, a joint-labor management training and education program for DHS employees for Fiscal Year (FY) 2008-09. Approval of the second recommendation for an agreement with WERC, substantially similar to Exhibit II, will allow WERC to develop a plan for academic-based career path programs for SEIU represented County employees that is similar to those already in place for DHS employees.

Implementation of Strategic Goals

These actions support Goal 2, Workforce Excellence of the County Strategic Plan

FISCAL IMPACT/FINANCING

For Amendment No. 6, the maximum obligation for WERC in FY 2008-09 is \$3,593,025 which will cover the cost of personnel, program support services, and central office and instructional space for HCWDP.

SEIU is jointly advocating with the County for FY 2008-09 State funding, at current funding levels, which would create an ongoing line item for County workforce development programs to ensure stabilization and transformation of the healthcare workforce.

Funding for Amendment No. 6 is included in the Health Services Administration FY 2008-09 Proposed Budget and is partially offset with revenue funds carried over from FY 2007-08. In the event that funding is not designated in the State's budget, the Department will return to the Board with various options for your consideration to continue funding this program.

Funding for the second agreement in the amount of \$250,000 has been appropriated in the agreement between the County CEO and the SEIU for development of academic-based career path programs for SEIU represented County employees similar to those already in place for DHS.

The \$250,000 will cover the costs for WERC to conduct research into the possible and practical career path programs, including a labor market analysis, interviews, and focus groups with County department staff and local community college educational providers, with oversight by a labor/management committee of eight management and eight union representatives to guide program development work.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In response to re-structuring under the 1115 Waiver, the County established the framework in 2001 for a \$40.0 million State/County funded joint labor/management HCWDP for DHS employees for the duration of the 1115 Waiver. The agreement, under the terms and conditions of the 1115 Waiver mandated a 2:1 funding match between the State and the County. By the end of FY 2005-06, the County had provided their one-third match. The State still owed \$11.4 million to meet their two-third match. In FY 2006-07, the State provided \$5.7 million general revenue funds and included the remaining \$5.7 million in their FY 2007-08 budget. Approximately \$2.0 million from the FY 2007-08 allocation will be carried over into FY 2008-09.

Since 2002, WERC has contracted with the County to provide career path and customized training and education programs for DHS employees through the labor/management joint HCWDP. WERC was established by the SEIU Local 660 as a 501(c) 3 non-profit entity to partner with the County in the implementation of HCWDP, which was originally mandated as part of the 1115 Medicaid Waiver Demonstration Project.

DHS Agreement Amendment No. 6

On June 11, 2002, the Board approved Agreement No. H-207566 with WERC to provide personnel to support DHS in the planning, design, and implementation of training and educational programs for DHS employees. Under the agreement, WERC also provided program support services such as consultants for research, travel, and support for the Labor Management Training Board (LMTB) and central office space for both County and WERC staff and instructional space located at 500 S. Virgil Avenue, Los Angeles.

Subsequently, the Board approved five amendments to the agreement, providing additional funding and extending the term through June 30, 2008. In approving Amendment No. 3, the Board approved an increase in the lease rate from \$1.30 per square foot per month to \$1.43 for a total of \$11,440 for the 8,000 square feet of central office space.

Agreement Amendment No. 6 will be effective for the period July 1, 2008 through June 30, 2009. The County's maximum obligation is \$3,593,025 consisting of personnel, program support services including travel and consultants, training supplies, and recurrent telecommunications costs. Program support services such as consultants for research, travel, and support for the LMTB continue under this amendment. All travel will continue to require the prior written approval of the Director. Central office and instructional space (8,000 square feet) will also continue to be provided. With the exception of rental costs, billing to the County is monthly in arrears.

In FY 2008-09 WERC will support the HCWDP in expanding current career path programs and continuing nursing, psychiatric technician, medical record coder training programs. HCWDP will expand coaching and tutoring services to support employees in the successful completion of their training. HCWDP will continue to frontload educational programs with academic preparation and bridge courses in order to prepare participants for college-level courses.

Also in FY 2008-09, WERC will develop programs to enhance skills of County radiology technicians to be able to operate magnetic resonance imaging machines at the new LAC+USC Replacement Hospital, to support current DHS strategic initiatives to improve services for homeless and disabled patients, and Healthy Way LA.

CEO Agreement

The Agreement will be effective from July 1, 2008 through June 30, 2009. WERC will conduct research and develop a detailed implementation plan for a "grow our own" career path professional program for County employees represented by SEIU Local 721.

WERC will conduct a labor market analysis, collaborate with key department managers and human resource staff, and survey employees to develop a plan for future career path programs. WERC will also research possible educational collaboration, particularly with the public colleges and universities, to establish partnerships to implement professional programs customized for the County.

Both agreements have the provision to terminate the Agreement upon 30 day prior written notice.

CONTRACTING PROCESS

Advertising on the County's On-Line Web Site is not applicable.

Honorable Board of Supervisors
June 17, 2008
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

DHS continues to focus its training efforts in critical shortage areas. To the extent possible, trainings are scheduled at times and intervals to minimize disruption to service delivery and work schedules. HCWDP continues to coordinate with facility administrators to minimize impact on patient services when employees are released to attend training programs.

CONCLUSION

When approved, DHS requires three signed copies of the Board's actions.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

Attachments (2)

WTF:SRH:SAS
MLM:LT:yb

c: County Counsel
Interim Director, Department of Health Services

061708_DHS_WERC

Contract No. H-207566-6

WORKFORCE DEVELOPMENT PROGRAM
PROGRAM SUPPORT AND SPACE SERVICES AGREEMENT

This AMENDMENT is made and entered into this _____ day of
_____, 2008,

By and between	COUNTY OF LOS ANGELES (hereafter "County"),
and	WORKER EDUCATION AND RESOURCE CENTER, INC. (hereafter "Contractor").
Business Address:	500 South Virgil Avenue, Suite 200 Los Angeles, CA 90020

WHEREAS, reference is made to that certain document entitled "WORKFORCE DEVELOPEMNT PROGRAM – PROGRAM SUPPORT AND SERVICES AGREEMENT", dated June 11, 2002, and further identified as County Agreement No. H-207566 and Amendment Nos. 1, 2, 3, 4 and 5 thereto (all hereafter "Agreement" or "Contract"); and

WHEREAS, it is the intent of both parties to amend Agreement to extend the term and make certain modifications to the Agreement and its Exhibits; and

WHEREAS, Agreement requires that modifications to Agreement shall be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. The effective date of this Amendment No. 6 shall be July 1, 2008;

2. Paragraph 1, TERM, is revised to read as follows:

“1. TERM: The term of this Agreement is effective June 11, 2002 and shall remain in effect through June 30, 2009, unless sooner terminated or canceled.”

3. Paragraph 5, BILLING AND PAYMENT, is revised to read as follows:

“5. BILLING AND PAYMENT: County agrees to compensate Contractor for services and space provided pursuant to Exhibits C-6, Budget and D-6, Billing and Payment, attached hereto and incorporated herein by reference.

Upon written approval from Director, Contractor may reallocate among all direct cost budget line items with the exception of Tenant Improvement, Space – Central Office, and Travel and Mileage line items, up to ten percent (10%) of the amount for the original budget line item during any one fiscal year as long as the Maximum Obligation of County is not exceeded.”

4. Paragraph 6, COUNTY’S MAXIMUM CONTRACTUAL OBLIGATION,

Subparagraph E is added to read:

“E. County’s maximum obligation for the period July 1, 2008 through June 30, 2009 shall be Three Million Five Hundred Ninety-Three Thousand Twenty-Five Dollars (\$3,593,025).”

5. Exhibit A-5, SCOPE OF WORK, is replaced in its entirety by Exhibit A-6, attached hereto and incorporated herein by reference.

6. Exhibit B-5, CENTRAL OFFICE AND INSTRUCTIONAL SPACE, is replaced in its entirety by Exhibit B-6, attached hereto and incorporated herein by reference.

7. Exhibit C-5, Worker Education & Resource Center (WERC) Budget, is replaced in its entirety by Exhibit C-6, attached hereto and incorporated herein by reference.

8. Exhibit D-5, BILLING AND PAYMENT, is replaced in its entirety by Exhibit D-6, attached hereto and incorporated herein by reference.

9. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services

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And Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
John Schunhoff, Ph.D.
Interim Director

WORKER EDUCATION AND
RESOURCE CENTER, INC. _____
Contractor

By _____
Signature

Printed Name

Title _____

APPROVED AS TO FORM BY THE
OFFICE OF THE COUNTY COUNSEL

By _____
Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION

Department of Health Services

By: _____
Cara O'Neill, Chief
Contracts and Grants Division

WORKFORCE DEVELOPMENT PROGRAM
PROGRAM SUPPORT AND SPACE SERVICES AGREEMENT
SCOPE OF WORK

The Workforce Development Program (“WDP”) is a Los Angeles County and Service Employees International Union Local 721 (formerly Local 660) joint labor/management education and training program. In accordance with the WDP Workplans and WDP Training Implementation Plans initially approved by the Board of Supervisors on September 25, 2001, and the Fiscal Year 2008 WDP Workplan submitted herewith, Contractor agrees to provide program staff, program support services, and office instructional space for WDP. Specifically, the following will be provided:

- Personnel to assist and support the Department of Health Services in the planning, development, and implementation of training and educational programs funded under WDP. The duties of the staff to be provided by Contractor are described in Attachment 1 (Pages 1-6) to this Exhibit.
- Program support services for the Labor Management Training Board (“LMTB”), Advisory Committee, and WDP Staff, including travel, education, and consultant services. A more detailed description of these services and costs is provided in Attachment 1 (Pages 7-10) to this Exhibit.
- Office space for central WDP administrative staff as well as instructional space for WDP educational programs. Central administrative staff is comprised of both Contractor-employed and County-employed personnel. The office and instructional space to be provided by Contractor (through a contract between

Contractor and SEIU Local 721) and value of such space are described in Exhibit B-6.

Contractor shall bill County for services in accordance with the billing and payment provisions of Exhibit D-6.

WORKFORCE DEVELOPMENT PROGRAM
PROGRAM SUPPORT AND SPACE SERVICES AGREEMENT

Personnel:

WERC staff will work in partnership with DHS staff on all aspects of HCWDP planning and implementation, providing some similar and some unique functions, in a team environment.

Position	Duties & Tasks	Deliverables	Timeframe
Director (1)	<ul style="list-style-type: none"> Oversee the operation of HCWDP's central office and satellite offices Establish and oversee coordination of Project team work Recommend for hire HCWDP staff Supervise and evaluate HCWDP staff Supervise the identification of educational providers and evaluate their performance Ensure the timely submission of reports to the BOS, EDD, Labor/Management Training Board, WERC Board Ensure the timely submission of invoices Convene the Training and Advisory Boards Responsible for the establishment of WERC as an ongoing entity, by seeking additional funding sources to supplement DHS funds Coordinate WERC's overall performance as Contractor to DHS Ensure WERC compliance with all required regulations, terms and conditions Participate in audits and monitoring of WERC performance 	<ul style="list-style-type: none"> Report to DHS and the WERC Board on activities and outcomes Convene Labor/Management Board meeting Convene Advisory Board meeting, as necessary Complete hiring of up to 50 staff members, including DHS and WERC Establish all contracts and purchase orders with vendors Identify three new funding sources All required program and fiscal reports Manage the implementation of 13 training initiatives and provide ongoing reports as to numbers of participants 	<p>Monthly</p> <p>Ongoing</p>
Senior Program Manager (1)	<ul style="list-style-type: none"> Supervise designated personnel and internal project teams Coordinate activities with appropriate HCWDP and DHS staff to promote program development, interpret policies and assist in the solution of difficult problems Monitor WERC personnel and administrative functions Coordinate the recruitment and hiring of WERC staff Manage daily human resource functions for WERC 	<ul style="list-style-type: none"> Written report weekly to Director re: team activity/accomplishments Written report to WERC Board of Directors 	Quarterly

WORKFORCE DEVELOPMENT PROGRAM
PROGRAM SUPPORT AND SPACE SERVICES AGREEMENT

Position	Duties & Tasks	Deliverables	Timeframe
	<ul style="list-style-type: none"> staff Review, analyze, and provide recommendations on rules, regulations and policy issues Perform other complex tasks as assigned 		
Associate Director for Educational Development (1)	<ul style="list-style-type: none"> Supervise designated personnel and project teams Identify and evaluate potential training providers Evaluate curriculum and skill standards Oversee development of curriculum Provide guidance to training vendors Coordinate development and implementation of designated project teams Monitor the quality of training and educational programs Perform other complex duties as assigned. 	<ul style="list-style-type: none"> Written report to Director re: Team activity/accomplishments Written report to LMTB re: Team activity/accomplishments Complete evaluation report on each training initiative 	<p>Weekly</p> <p>Monthly</p> <p>Ongoing</p>
Data Systems Manager (1)	<ul style="list-style-type: none"> Create monitoring and tracking system for use by staff to update and query database for routine activities Develop database functions to provide automated monthly reports to HCWDP coordinators regarding enrollment status, program participation and completion, and case notes. Provide performance reports to funding agencies electronically Analyze database to create new performance measure reports Create templates for program bulletins Maintain and update website Design and maintain database in compliance with all regulations regarding participant eligibility and training/service status Design system for data collection and maintenance Coordinate system design with DHS and CSS Ensure that computer systems support the maintenance of data regarding training activities Ensure that computer communications are functional to facilitate the transfer of data 	<ul style="list-style-type: none"> Report to Director and Senior Program Manager Written reports to LMTB 	<p>Weekly</p> <p>Monthly</p>

WORKFORCE DEVELOPMENT PROGRAM
PROGRAM SUPPORT AND SPACE SERVICES AGREEMENT

Position	Duties & Tasks	Deliverables	Timeframe
Program Analyst (.5)	<ul style="list-style-type: none"> Supervise Data Systems Technician Other complex duties as assigned Analyze training needs Identify training requirements and potential vendors Identify sources of funding Update labor market information Oversee program evaluation Coordinate and facilitate program focus groups Provide research in support of program initiatives 	<ul style="list-style-type: none"> Written reports on occupational and skill needs Written reports on potential vendors Written reports on labor market trends 	Weekly and monthly
Project Developer (4)	<ul style="list-style-type: none"> Coordinate the work of one to three internal project teams. Plan, facilitate, monitor, and track long and short term project activities and timelines. Schedule and facilitate internal and external project team meetings in order to establish and meet program goals and timelines Complete project tasks in a timely manner Facilitate communication and joint planning with other staff to further the goals of the program as a whole. Take the lead in maintaining effective working relationships with employer, union representatives, and vendors for training projects. Provide coaching services to participants Assess and make necessary recommendations regarding projects to supervisors. 	<ul style="list-style-type: none"> Written workplan(s) for each team Written reports to Associate Director for Educational Development or Senior Program Manager 	Weekly Weekly
Full-time Instructor (4)	<ul style="list-style-type: none"> Develop educational curriculum, including instructor manual, student handouts, exercises, tests, and audio visual materials, for customized system-wide training efforts. Produce educational materials Research, evaluate and recommend training methods for other instructors. Provide train-the-trainer sessions in how to use methods. Conduct at least two, and up to four, 4-hour sessions 	<ul style="list-style-type: none"> Written report of students and notes about their progress Comprehensive instructional program including completed curriculum and ongoing revisions Complete set of educational materials Up-to-date student lists, notes and progress reports Report to the Associate Director for 	Ongoing Weekly

WORKFORCE DEVELOPMENT PROGRAM
PROGRAM SUPPORT AND SPACE SERVICES AGREEMENT

Position	Duties & Tasks	Deliverables	Timeframe
	<ul style="list-style-type: none"> two days per week, unless approved by Associate Director or Senior Program Manager Monitor student performance and make recommendations for next steps Attend all project team meetings Mentor other instructors in teaching methods and curriculum development, as necessary Meet with Labor/Management Project teams to review educational materials and curriculum. Assist with marketing of HCWDP courses Assist with course and schedule planning Other duties as assigned 	<ul style="list-style-type: none"> Educational Development documenting participation and performance in the classes Report to the Project Developer as appropriate or required 	As needed
Part-time Instructor (6)	<ul style="list-style-type: none"> Conduct two classes per week – 16 hours of instruction Monitor student participation Attend team meetings as requested Assist with marketing of HCWDP courses Assist with course and schedule planning Assist in curriculum development as requested 	<ul style="list-style-type: none"> Written report of students and notes about their progress Report to the Associate Director documenting participation and performance in the classes Report to the Project Developer, as appropriate or required 	Weekly As needed
Implementation Coordinator (9)	<p>Duties may include:</p> <ul style="list-style-type: none"> Work with facility-based managers to ensure smooth operation of training programs Communicate to facility-based staff about training opportunities Communicate with participants about coaching and tutorial services Provide coaching services for participants when requested by Project Developer or supervisor Assist in the recruitment and orientation of contract tutors, when requested Monitor impact of coaching strategies, when requested Assist in proper selection and release process for each training initiative 	<ul style="list-style-type: none"> Report to the Associate Director or Senior Program Manager, as assigned, regarding the operation of assigned Project Teams 	Weekly

WORKFORCE DEVELOPMENT PROGRAM
PROGRAM SUPPORT AND SPACE SERVICES AGREEMENT

Position	Duties & Tasks	Deliverables	Timeframe
	<ul style="list-style-type: none"> Assist with course and schedule planning Secure locations and scheduling of training courses Monitor enrollment and paperwork for participants Attend all relevant project team and staff meetings Assist with marketing of HCWDP courses Other duties as assigned 		
Data Systems Technician (1)	<ul style="list-style-type: none"> Perform customized query reports for managers and staff Produce program bulletins and other documents Assist in daily system operations Work on special projects Run pre-written programs and reports for monthly processing Run requested labels and computer reports Other duties as assigned 	<ul style="list-style-type: none"> Report to Data Systems Coordinator 	Ongoing
Senior Training Support Clerk (2)	<ul style="list-style-type: none"> Manage applicant files Track applicants' compliance with complex college entrance requirements Field high volume of applicant inquiries, requiring knowledge of complex programs and rules Process orders for training materials and books Assist with the training of new support staff Assist in monitoring the workload of support staff Coordinate transportation of training equipment and materials to training sites Ensure that central training sites have received proper materials for classes Coordinate with facility-based staff regarding onsite training sites Coordinate training site schedules Ensure secure storage of all training equipment and materials Other duties as assigned 	<ul style="list-style-type: none"> Written reports as requested 	Ongoing
Training Support Staff (1)	<ul style="list-style-type: none"> Coordinate transportation of training equipment and materials to training sites 	<ul style="list-style-type: none"> Written reports as requested 	Ongoing

WORKFORCE DEVELOPMENT PROGRAM
PROGRAM SUPPORT AND SPACE SERVICES AGREEMENT

Position	Duties & Tasks	Deliverables	Timeframe
	<ul style="list-style-type: none"> • Ensure that central training sites have received proper materials for classes • Coordinate with facility-based staff regarding onsite training sites • Provide assistance to program teams in the smooth implementation of programs • Communicate with participants about eligibility and class logistics • Coordinate the production of class materials • Attends all relevant team meetings • Coordinate training site schedules • Ensure secure storage of all training equipment • Other duties as assigned 		
Receptionist (1)	<ul style="list-style-type: none"> • Screen and refer calls • Perform clerical tasks, as requested • Prepare inter-office notices and bulletins, as requested • Process invoices, as requested • Maintain adequate levels of all office and duplication supplies • Oversee equipment and service needs at central office • Place calls for equipment service • Perform other duties as assigned 	<ul style="list-style-type: none"> • Written reports as requested 	Ongoing

Contract No. _____

AGREEMENT FOR WORKFORCE DEVELOPMENT
RESEARCH AND PLANNING PROGRAM

THIS AGREEMENT is made and entered into this _____ day
of _____ 2008,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),
and WORKER EDUCATION AND RESOURCE
CENTER, INC. (hereafter
"Contractor").

WHEREAS, County has determined that a Workforce Development Research and Planning Program would benefit the delivery of health services and designated employees in the Department of Health Services ("DHS"); and

WHEREAS, the Contractor is a California non-profit public benefit corporation, organized and operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, Contractor has been engaged in research for, and the provision of, career path training programs for incumbent DHS employees since 2002; and

WHEREAS, provision of workforce development career path programs can be an effective strategy to prepare employees to fill critically needed professions in County departments other than DHS; and

WHEREAS, Contractor is willing to provide the services described herein as consideration for the payments provided under this Agreement, and under the terms and conditions hereafter set forth;

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on the date of approval by County's Board of Supervisors or its delegatee, and unless sooner canceled or terminated as provided herein, shall continue in full force and effect through June 30, 2009.

Prior to April 30, 2009, the parties agree to meet to discuss the potential extension of the Agreement. If the County's Chief Executive Officer or his authorized designee ("CEO") determines, in his sole discretion, that the Agreement should be extended, then the CEO may recommend to the County's Board of Supervisors ("Board") that the Board approve an extension of the Agreement. If the CEO decides to recommend an extension to the Board, the parties shall negotiate a Scope of Work and budget for the extension period for presentation to the Board for its consideration.

This Agreement may be canceled or terminated at any time by County with or without cause, upon giving of at least thirty (30) calendar days' prior written notice to Contractor.

Notwithstanding the foregoing paragraph, if for any reason funding for this Agreement is terminated or reduced, County shall immediately notify Contractor in writing of such non-availability

of funding for this Agreement, and termination hereunder shall become effective upon the identified date of such non-availability of funds, as designated in County's written notification to Contractor.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES: Contractor shall provide a workforce development research and planning program as described in the body of this Agreement and Exhibit "A", Statement of Work, which is attached hereto and incorporated herein by reference.

3. NON-EXCLUSIVITY: Contractor acknowledges that nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict the Director from acquiring similar, equal or like services from other entities or sources.

4. MAXIMUM OBLIGATION OF COUNTY: The maximum obligation of County for all services provided under this Agreement shall not exceed Two Hundred and Fifty Thousand Dollars (\$250,000).

5. INVOICES AND PAYMENTS: County shall compensate

Contractor for performing services hereunder in accordance with the following provisions:

A. Contractor shall invoice the County only for providing the services, and work specified in Exhibit A, Statement of Work.

B. Contractor's invoices shall be submitted and paid in accordance with Exhibits B-1 and B-2, Budget and Exhibit C, Billing and Payment, attached hereto and incorporated herein by reference.

C. Upon written approval from CEO, Contractor may reallocate among all direct cost budget line items, up to ten percent (10%) of the amount for the original budget line item during any one fiscal year as long as the maximum obligation is not exceeded.

D. County Audit Settlement: If an audit conducted by federal, State, and/or County representatives finds that actual reimbursement net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor.

E. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients or

which are covered by funding from other governmental contracts or grants.

F. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement hereinabove, unless otherwise revised or amended under the terms of this Agreement.

G. Withholding Payment:

(1) Subject to the reporting and data required of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for any succeeding month or months for reports or data not delivered in a complete and correct form for any given month.

(2) Subject to the provisions of the TERM Paragraph of this Agreement, and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days notice of deficiency(ies) in compliance with the terms of this

Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any succeeding month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.

In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by an audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

6. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for the payment of any monies, or reimbursements of any kind whatsoever, for any service provided

by Contractor after the expiration or (other) termination of this Agreement, even if Contractor's provision of such services were requested by County directly. Should Contractor receive any such payment, it shall immediately notify County and shall repay or return all such funds or reimbursements to County within a reasonable amount of time. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or (other) termination of this Agreement.

7. ADMINISTRATION OF CONTRACT - CONTRACTOR:

A. Contractor's Project Manager

Contractor shall notify the County in writing the name or address of the Contractor's Project Manager, and any changes thereto.

Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with County's Project Manager and Project Monitor on a regular basis.

B. Approval of Contractor's Staff County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

C. Contractor's Staff Identification

Contractor shall provide all staff assigned to this Contract

with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

Contractor shall notify the County within one business day when staff is terminated from working on this Agreement. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Agreement.

If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

8. BACKGROUND AND SECURITY INVESTIGATIONS:

A. At any time prior to or during the term of this Agreement, the County may require that all Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, up to and

including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

B. County may request that Contractor's staff be immediately removed from working on the County Agreement at any time during the term of the Agreement. County will not provide to Contractor or the Contractor's staff any information obtained through the County conducted background clearance.

C. County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

D. Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

9. CHANGE NOTICES AND AMENDMENTS:

A. The County reserves the right to initiate Change Notices that do not affect the scope, term, contract sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by County's Project Manager.

B. For any change which affects the scope, term, contract sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared and executed by the Board of Supervisors or its delegatee.

10. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

11. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described hereinbelow. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in the INSURANCE COVERAGE REQUIREMENTS

paragraph hereinbelow. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County's Risk Manager prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Director at the: DHS; Contracts and Grants Division; 313 North Figueroa Street, 6th Floor-East; Los Angeles, California 90012-2659, and to DHS; Workforce Development Program; 500 South Virgil Avenue, 2nd Floor; Los Angeles, California 90020, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from

Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits:

Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification

or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

12. INSURANCE COVERAGE REQUIREMENTS:

A. Professional Liability Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

B. General Liability Insurance (written on Insurance Services Office ["ISO"] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

C. Automobile Liability Insurance (written on ISO policy form "CA 00 01" or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

D. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

13. DELEGATION AND ASSIGNMENT:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes

of this subparagraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of the Agreement. In the event of such termination, County

shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

14. SUBCONTRACTING:

A. For purposes of this Agreement, all subcontracts must first be approved in writing by Director. Contractor's written request to Director for approval to enter into a subcontract shall be made at least thirty (30) calendar days prior to the subcontractor's proposed effective date, and shall include:

(1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by Director before such amendment is effective.

(5) Any other information and/or certification(s)

requested by Director.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the Additional Provisions, and the requirements of the Exhibit(s) and Schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by Director shall also not be construed to constitute a determination of the allow ability of any cost under this Agreement. In no event shall approval of any subcontract by Director be construed as effecting any increase in the amount contained in Maximum Obligation of County Paragraph.

E. In the event that Director consents to any subcontracting, Contractor shall be solely liable and

responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

F. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by Director shall be immediately removed from the provision of any services under the particular subcontract or that another action is taken, as requested by Director.

G. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

H. Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective

date of the subcontract, but in no event, later than the date any services are performed under the subcontract.

I. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including, but not limited to, consenting to any subcontracting.

15. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

16. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "Additional Provisions". The terms and conditions therein contained are part of this Agreement.

17. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

18. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement body and its ADDITIONAL PROVISIONS, and that of any of the Exhibit(s), and any other documents incorporated herein by reference, the language in this Agreement and its ADDITIONAL PROVISIONS, shall govern and prevail.

19. ALTERATION OF TERMS: This Agreement, together with the Additional Provisions and Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

The County reserves the right to initiate Change Notices for

the Statement of Work, Exhibit A, on condition that the modification is not a material change in terms and/or maximum obligation in accordance with the Change Notices and Amendments paragraph.

20. CONTRACTOR'S OFFICE: Contractor's primary business office is located at 500 S. Virgil, Second Floor, Los Angeles, CA 90020. Contractor's primary business telephone number is 213-639-2220, and electronic mail ("e-mail") address is dfactor@hcwdp.org. Contractor shall notify County, in writing, of any changes made to Contractor's primary business address, business telephone number, facsimile/FAX number, and/or e-mail address, as listed herein, or any other business address, business telephone number, facsimile/FAX number, and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

21. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) business days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

B. Notices to Contractor shall be addressed as follows:

Health Care Workforce Development Program
500 South Virgil Avenue, 2nd Floor
Los Angeles, California 90020
Attention: Diane Factor, Director

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
William T Fujioka
Chief Executive Officer

WORKER EDUCATION AND RESOURCE
CENTER, INC.

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

By _____
Deputy County Counsel

sd:05/22/08

WORKER EDUCATION AND RESOURCE CENTER, INC.

ADDITIONAL PROVISIONS

AGREEMENT FOR WORKFORCE DEVELOPMENT RESEARCH AND PLANNING
PROGRAM

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ADDITIONAL PROVISIONS

AGREEMENT FOR WORKFORCE DEVELOPMENT RESEARCH AND PLANNING PROGRAM

1. ADMINISTRATION: The County's CEO shall have authority to administer this Agreement on behalf of County. Contractor agrees to extend to CEO, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's program(s), policies, procedures, and financial and/or other records, and to inspect its business offices, facility(ies), and/or County work site area(s), for contractual compliance at any reasonable time.

Upon execution of this Agreement, Contractor shall designate in writing a person who shall have the authority to administer this Agreement on Behalf of Contractor.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, an affidavit, sworn to and executed by Contractor's duly constituted officers, or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, limited liability company ("LLC"), or corporation.

(2) Articles of Incorporation and By-Laws (or articles of organization, certificate of formation,

certificate of registration, and operating agreement if Contractor's organization is a LLC).

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes, or other legal documentation, identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with County. Such Board Minutes, or legal documentation, shall especially confirm that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's authorized person to conduct business, make commitments, and enter into binding agreements with County changes; or Contractor's ownership of other businesses dealings

with Contractor under this Agreement changes; Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Upon request, Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor, including but not limited to, private contributions, if any. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If, during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, or in any manner on the basis of a client's sexual orientation in

accordance with requirements of federal and State laws. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

In addition, Contractor's facility access for the disabled must fully comply with section 504 of the federal Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the

federal Rehabilitation Act of 1973, the federal Americans with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it, its affiliates, subsidiaries, or holding companies, will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract of understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other

information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provision of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability

including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of undocumented aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing

services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director in writing, within thirty (30) calendar days, of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or other person under Contractor's control, performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

9. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers and employees performing services hereunder of the

provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

10. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles and procedures, and standards, which may from time to time be promulgated by Director. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. Further, all financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial

records pertaining to this Agreement, shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: (1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or (2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon Director's request, and made available during County's normal business hours, within ten (10) calendar days, to representatives of County, or federal and State governments, for purposes of inspection and audit. In the event such records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection and audit.

Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include

appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Federal Access to Records: If, and to the extent that, section 1861 (v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the sub-contract, books, documents and records of the subcontractor.

D. County To Be Provided Audit Report(s): In the event that an audit is conducted of Contractor specifically regarding this Agreement by any federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with Director and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s). Failure of Contractor to comply with these terms shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by

Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an

audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

11. REPORTS: Contractor shall make reports as required by County, or DHS, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DHS, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

12. CONFIDENTIALITY: To the extent that Contractor may gain access hereunder to County patient records and information, Contractor shall maintain the confidentiality of such records and information from third parties, including but not limited to, billings and County records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations,

and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of this confidentiality provision requirement. Contractor shall indemnify and hold harmless County, its officers, employees, agents, and subcontractors, from and against any and all loss, damage, liability, and expense arising out of any disclosure of patient records and information by Contractor, its officers, employees, agents, subcontractors, and others providing services hereunder.

13. CONTRACTOR'S OBLIGATIONS AS AN OTHER ENTITY UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the

confidentiality of any information obtained and shall notify DHS Injury and Violence Prevention Program personnel that such access has been gained immediately, or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

14. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the attached certification (Form A), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract

termination or debarment proceedings or both. (County Code Chapter 2.202)

15. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Services Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Services Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a

person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation

to review the applicability of its "exception status" from the Jury Services Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

16. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required

by all applicable federal, State, and local laws, regulations, guidelines and directives, for the operation of its business operation and for the provisions of services hereunder.

Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local laws, regulations, guidelines and directives, which are applicable to their performance hereunder. Upon Director's written request Contractor shall provide Director with a copy of each license, permit, registration, accreditation, and certificate, as required by all applicable federal, State, and local laws, regulations, guidelines and directives, within ten (10) calendar days thereafter.

17. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of

any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

18. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which, are available from the IRS Forms Distribution Center, by calling 1-(800)-829-3676.

19. COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that

County has established a goal of ensuring that all individuals who benefit financially from County through County purchase orders and/or contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the Contractor's Warranty of Adherence to County's Child Support Compliance Program Paragraph immediately above, shall constitute a default by

Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice by County shall be grounds upon which County may terminate this Agreement pursuant to the Termination for Default Paragraph of this Additional Provisions attachment to the Agreement and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

20. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's subcontractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes. Further, Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law Los Angeles" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

21. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS GAIN or GROW program(s), who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

22. COUNTY EMPLOYEE'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT: To the degree permitted by Contractor's agreements with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Agreement, as well as, to vacancies that occur during the Agreement term. Such offers of employment shall be

consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Agreement except for cause, subject to Contractor's personnel policies and procedures, and agreement(s) with its collective bargaining units.

Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Agreement term.

23. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

24. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the location(s) (e.g., facility[ies]) where Contractor provides services under this Agreement, is/are operated at all times in accordance with all County and local community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property.

County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

25. DAMAGE TO COUNTY BUILDINGS, FACILITIES, OR GROUNDS:

Contractor shall repair, or cause to be repaired, at its own cost, any damage to County buildings, facilities, or grounds, caused by Contractor or any officer, employee, or agent of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event, later than thirty (30) calendar days after the occurrence.

If Contractor fails to make timely repairs, County may make any necessary repairs on its own. All costs incurred by County for such repairs, as determine by Director, shall be repaid by Contractor upon demand.

26. USE OF RECYCLED - CONTENT PAPER AND PAPER PRODUCTS:

Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

27. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

28. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement :

If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 U.S.C. section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which Director may suspend or County may immediately terminate this Agreement.

29. CONFLICT OF INTEREST:

A. No County officer or employee whose position in County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by

Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, employee, agent, or subcontractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved, or implicated, and a complete description of all relevant circumstances.

30. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent(s), will be allowed to evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required

from time-to-time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited to, assessing Contractor's compliance with all Agreement terms and performance standards. Any Contractor deficiencies or actions which are found to be in non-compliance with such terms and performance standards which Director determines are severe, or continuing, and that may place the performance of this Agreement in jeopardy if not corrected, will be immediately reported to County's Board of Supervisors by Director. The report will include a description of the quality improvement and/or corrective action measures to be taken by County and Contractor. If Contractor's performance does not improve after the initiation of such quality improvement and/or corrective actions, then County may impose other penalties as may be specified in this Agreement, or may terminate this Agreement immediately.

31. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or

not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days

(or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination For Gratuities and/or Improper Consideration: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in

the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

(1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

(2) Complete performance of such part of the

services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with the RECORDS AND AUDITS Paragraph herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

32. CONTRACTOR RESPONSIBILITY AND DEBARMENT :

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily

perform the contract. It is County's policy to conduct business only with responsible Contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar a Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a non-profit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public

entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing

Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. County's Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment, and includes supporting documentation. Upon receiving an appropriate request, County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is

presented. This hearing shall be conducted and the request for review decided by County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. County's Contractor Hearing Board shall present its proposed decision and recommendation to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

I. These terms shall also apply to subcontractors of County Contractors.

33. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids (e.g., invitation for bids ["IFB"]), request proposals (e.g., request for proposals ["RFP"]), or do other similar competitive selection procedures, in order to select providers for the continued provision of the services delivered or contemplated under this Agreement. County and/or DHS shall make the determination to solicit bids or proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other

than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future bids, proposals, or other competitive selection procedure, by virtue of its present status as Contractor.

34. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that the venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

35. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

36. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of

such provision to other persons or circumstances shall not be affected thereby.

AGREEMENT FOR WORKFORCE DEVELOPMENT
RESEARCH AND PLANNING PROGRAM

STATEMENT OF WORK

Supporting incumbent workers in career path training programs is a critical strategy to stabilize and improve County's workforce. Contractor agrees to conduct research and develop a plan to identify and provide workforce development career path programs to meet County's labor needs to provide the highest level of quality service to the public. Specifically, Contractor will:

- Collaborate with the CEO and other County departments to identify critical professional skills areas with current and future vacancies that have been difficult to fill through outside recruitment.
- Conduct interviews with key department executives and managers regarding the current and future need for specific professions.
- Conduct focus groups with employees about County's labor needs and their interest in, and barriers to, participation in a career path training program.

- Conduct a labor market trend analysis of the identified professions to analyze current and emerging regional needs.
- Analyze and make recommendations for the operation of the \$1.5 million Training Fund.
- Develop a Work Plan by August 1, 2008, provide monthly progress reports with a final report on research findings and recommendations to the CEO of Los Angeles County and the President of SEIU Local 721 no later than April, 2009.

The duties of the staff to be provided by Contractor are described in Attachment A-1 to this Exhibit. Contractor shall bill County for services, subject to the Budget described in Exhibits B-1 and B-2, in accordance with the billing and payment provisions of Exhibit C.

Personnel:

Position	Duties & Tasks	Deliverables	Timeframe
Director (1)	<ul style="list-style-type: none"> Establish and oversee coordination of research agenda Supervise and evaluate WERC staff Ensure the timely submission of reports to the BOS, CEO and WERC Board Ensure the timely submission of invoices Coordinate WERC's overall performance as Contractor to DHS Ensure WERC compliance with all required regulations, terms and conditions Participate in audits and monitoring of WERC performance 	<ul style="list-style-type: none"> Report to CEO and on activities and outcomes Final Report to CEO 	<p>Monthly</p> <p>Annual</p>
Senior Program Manager (1)	<ul style="list-style-type: none"> Supervise designated personnel and internal project teams Coordinate activities with appropriate WERC and County staff to promote program development, interpret policies and assist in the solution of difficult problems Monitor WERC personnel and administrative functions Manage daily human resource functions for WERC staff Review, analyze, and provide recommendations on rules, regulations and policy issues Perform other complex tasks as assigned 	<ul style="list-style-type: none"> Written report weekly to Director re: team activity/accomplishments 	Weekly
Program Analyst (1)	<ul style="list-style-type: none"> Develop and analyze labor market information Coordinate and facilitate program focus groups Analyze training needs Identify training requirements and potential vendors Identify sources of funding Oversee program evaluation Provide research in support of program initiatives 	<ul style="list-style-type: none"> Written reports on occupational and skill needs Written reports on potential vendors Written reports on labor market trends 	Weekly and monthly
Implementation Coordinator (1)	<p>Duties may include:</p> <ul style="list-style-type: none"> Work with facility-based managers to ensure smooth coordination of research activities Communicate with research participants 	<ul style="list-style-type: none"> Report to the Director or Senior Program Manager, as assigned, regarding the operation of assigned project activities 	Weekly

Position	Duties & Tasks	Deliverables	Timeframe
	<ul style="list-style-type: none"> Assist with interview and schedule planning Secure locations and ensure appropriate equipment and materials Maintain files and research materials, as requested Other duties as assigned 		
Consultant(s)	<ul style="list-style-type: none"> Assist staff in the development of research instruments and/or protocols; identification of best practices; analysis of labor market data 	<ul style="list-style-type: none"> Written report 	Weekly and Monthly

**WORKFORCE DEVELOPMENT RESEARCH AND PLANNING PROGRAM
WORKER EDUCATION AND RESOURCE CENTER, INC. BUDGET
FISCAL YEAR 2008-09 BUDGET**

Exhibit B-1

	FY 2008-09 BUDGET
Personnel Costs - Staff Salaries and Benefits	\$ 158,366
Consumable Supplies	
Office and Training Supplies	\$ 2,379
Equipment	\$ 500
Travel and Mileage	\$ -
Consultant	
Research Consultant	\$ 65,000
Total Direct Costs	\$ 226,245
Indirect Costs at 15% of SEB	\$ 23,755
Total	\$ 250,000

**Estimated Salary and Employee Benefit Budget
Workforce Development Research and Planning Program
Fiscal Year 2008-09**

WERC

Administrative and Program FTEs

Exhibit B-2

Budget FTEs	%of Time	FY 2008-2009 Base Salary	I = G * D		K = I * 35%		M = K + I		S = M + K	
			Total salary		Empl. Benefits 35%		Total S&EB		Annual Program Costs	
Director- WDP	0.05	\$ 128,474	\$ 6,424	\$	2,248	\$	8,672	\$	8,672	
Senior Program Mgr.	0.2	\$ 91,371	\$ 18,274	\$	6,396	\$	24,670	\$	24,670	
Program Analyst	1	\$ 76,606	\$ 76,606	\$	26,812	\$	103,418	\$	103,418	
Implementation Coordinator	0.25	\$ 64,018	\$ 16,005	\$	5,602	\$	21,606	\$	21,606	
TOTAL		\$ 360,469	\$ 117,308	\$	41,058	\$	158,366	\$	158,366	

PERCENT OF TOTAL COSTS

100%

INDIRECT RATE	15% of S&EB	\$ 23,754.96
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AGREEMENT FOR WORKFORCE DEVELOPMENT
RESEARCH AND PLANNING PROGRAM

BILLING AND PAYMENT

Monthly Billings: Within ten (10) days following the close of each calendar month (or as may be modified by county) Contractor shall provide County with an invoice itemizing its actual expenditures according to the direct cost categories listed in B-2. Following receipt of a complete and accurate invoice, County shall pay Contractor within a reasonable period of time. In no event shall County payments to Contractor hereunder for FY 2008-09 services exceed County's maximum obligation as set forth in the Maximum Obligation of County Paragraph in the body of the Agreement.

All billings shall be submitted within the timeframe and in accordance with the format prescribed by County.